



WASHOE COUNTY

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Finance DNV
DA PJ
Risk Mgt. DE
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: March 24, 2015

DATE: February 25, 2015
TO: Board of County Commissioners
FROM: Rosemarie Entsminger, Fiscal Compliance Officer
Community Services Department, 328-2044, rentsminger@washoecounty.us
THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us
SUBJECT: Recommendation to approve an Agreement Regarding November 2000 Parks, Trails and Open Space Bond-Lake Tahoe Bike Path Project [WC-1 in an amount not to exceed \$1 million] for Phase 4 of the Lake Tahoe Bike Path Project between Washoe County and Tahoe Transportation District effective March 24, 2015 through June 30, 2019; authorize the Community Services Department Director to execute the Agreement and all appropriate Tahoe Transportation District related agreements and documents; and, direct the Comptroller's Office to make all necessary budget adjustments. (Commission District 1.)

SUMMARY

In the November 2000 election, voters approved WC-1, authorizing the sale of bonds for the purpose of acquiring, improving and equipping parks, trails and open space. The Washoe County Board of Commissioners (Board) approved a specific project list on April 25, 2000, which included the Incline-Sand Harbor Bike Path, (aka the Lake Tahoe Bike Path, the North Demonstration Project or the Nevada Stateline to Stateline Bikeway Project). Nine public agencies are working in cooperation to complete this ambitious project, including funding requirements, design, construction and maintenance of the bikeway.

To date, feasibility and environmental studies and optional designs are complete, as are two segments of the south demonstration area in Douglas County. One additional segment connecting Laurel Drive to the path is in the planning stages for the south demonstration area. The next segment to be completed is the North Demonstration Project, located in Washoe County. It includes final design, engineering and construction of 3- miles of paved path from Incline Village to Sand Harbor along SR-28, and three new parking lots, totaling 90-100 off-highway spaces.

When complete, the Lake Tahoe Bike Path Project will consist of a paved path from Crystal Bay (north shore at state line) to Stateline, Nevada (south shore) along the

AGENDA ITEM # 13

On December 12, 2006, the Board approved an Interlocal Agreement between Washoe County, Carson City and Douglas County that made Washoe County responsible for the overall coordination of the Lake Tahoe Bike Path project.

On August 23, 2005, the Board approved a Resolution of Support for Question-1 grant applications.

On April 27, 2004, the Board approved a Memorandum of Understanding between Washoe and Douglas Counties and Carson City.

BACKGROUND

TTD is the lead agency for implementation of Phase Four development. Nevada Revised Statutes 277.100 allows public agencies to contract with one another for the purpose of performing a variety of government services. The agreement included in this item allows Washoe County to pass up to \$1 million of WC-1 bond proceeds to TTD for design, engineering and construction costs associated with Phase Four implementation.

The WC-1 funds associated with this agreement will be combined with a \$1.1 million dollar State Question 1 grant and \$12.5 million in Federal Lands Access Program funds previously approved by the Board on November 12, 2014.

To date, feasibility and environmental studies and optional designs are complete, as are two segments of the south demonstration area in Douglas County. One additional segment connecting Laurel Drive to the path is in the planning stages for the south demonstration area. The next segment to be completed is the North Demonstration Project, located in Washoe County. It includes final design, engineering and construction of 3- miles of paved path from Incline Village to Sand Harbor along SR-28, and three new parking lots, totaling 90-100 off-highway spaces.

When complete, the Lake Tahoe Bike Path Project will consist of a paved path from Crystal Bay (north shore at state line) to Stateline, Nevada (south shore) along the Nevada State Route 28 corridor and Highway 50. Washoe County agreed to be “responsible for overall coordination” of the Lake Tahoe Bike Path project in a Memorandum of Understanding between Washoe and Douglas Counties and Carson City, approved in 2004.

Washoe County Community Services Department (Regional Parks) staff continues to attend meetings with the Tri-Counties Working Group, Lake Tahoe Regional Planning Agency, USDA Forest Service, Nevada Department of Transportation, Nevada State Parks, Nevada State Lands, Tahoe Transportation District, and interested parties to determine the best methods to implement the project. An Interlocal Agreement is in effect that allows the agencies to share resources, funding, consultant oversight, environmental review, participation in Working Group meetings, and perform a variety of public outreach tasks. On June 24, 2014, the Board extended the Interlocal Agreement between the 9 agencies involved with this project to June 30, 2019, which aligns with the expiration date of current State and Federal funding.

FISCAL IMPACT

Among the approved projects for Washoe County’s WC-1 bond was the “Incline-Sand Harbor Bike Path” aka the Lake Tahoe Bike Path. No WC-1 funds have been expensed to date for this project. All remaining funds, currently available and that may become available, in cash fund 404-4424 during the term of this agreement, will be expensed for the Lake Tahoe Bike Path, not to exceed \$1 million dollars. This dedicates all remaining WC-1 “Trails Category” funds to this project. Expenses will be posted to PK(pending)-710400 Payments to Other Agencies. Current, unencumbered cash balance in fund 4424 is \$615,481. A pending grant reimbursement associated with another project will return an additional \$49,400 to the cash fund, which, along with any other earnings or revenue to fund 4424, will be paid to TTD in accordance with this agreement.

Fiscal Year 2014-15 account transactions are as follows, and are based on the anticipated payments for this fiscal year. Anticipated payment for Fiscal Year 2015-16 will be included in the budget request.

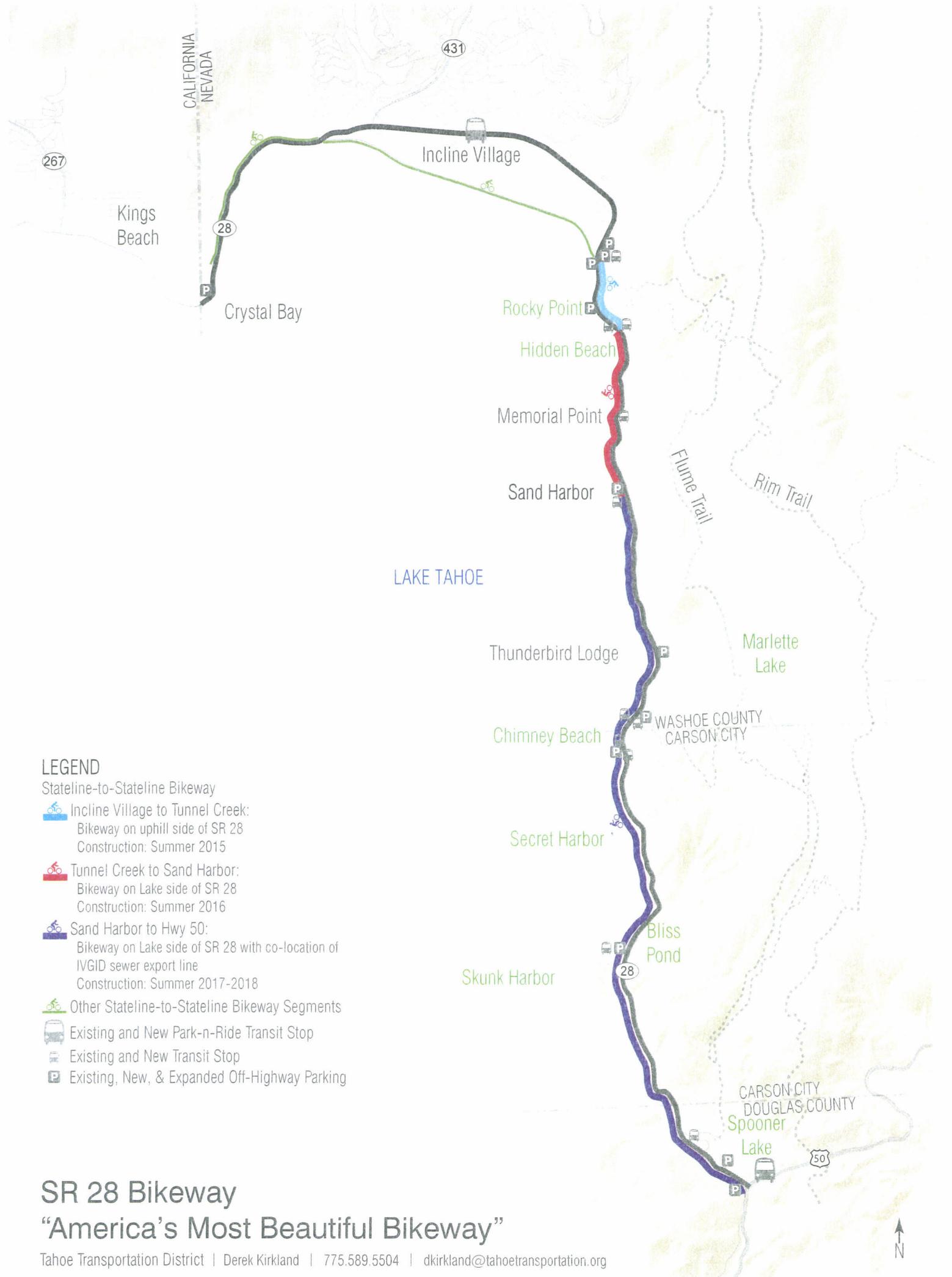
Decrease: Fund 404-C905210-781001	Land Improvements-Capital	\$615,000
Increase: Fund 404-Pk (pending)-710400	Payments to Other Agencies	\$615,000

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Agreement Regarding November 2000 Parks, Trails and Open Space Bond-Lake Tahoe Bike Path Project [WC-1 in an amount not to exceed \$1 million] for Phase 4 of the Lake Tahoe Bike Path Project between Washoe County and Tahoe Transportation District effective March 24, 2015 through June 30, 2019; authorize the Community Services Department Director to execute the Agreement and all appropriate Tahoe Transportation District related agreements and documents; and, direct the Comptroller’s Office to make all necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve an Agreement Regarding November 2000 Parks, Trails and Open Space Bond-Lake Tahoe Bike Path Project [WC-1 in an amount not to exceed \$1 million] for Phase 4 of the Lake Tahoe Bike Path Project between Washoe County and Tahoe Transportation District effective March 24, 2015 through June 30, 2019; authorize the Community Services Department Director to execute the Agreement and all appropriate Tahoe Transportation District related agreements and documents; and, direct the Comptroller’s Office to make all necessary budget adjustments.”



LEGEND

Stataline-to-Stateline Bikeway

Incline Village to Tunnel Creek:
Bikeway on uphill side of SR 28
Construction: Summer 2015

Tunnel Creek to Sand Harbor:
Bikeway on Lake side of SR 28
Construction: Summer 2016

Sand Harbor to Hwy 50:
Bikeway on Lake side of SR 28 with co-location of
IVGID sewer export line
Construction: Summer 2017-2018

Other Stataline-to-Stateline Bikeway Segments

Existing and New Park-n-Ride Transit Stop

Existing and New Transit Stop

Existing, New, & Expanded Off-Highway Parking

SR 28 Bikeway
“America’s Most Beautiful Bikeway”



**AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS -
LAKE TAHOE BIKE PATH PROJECT**

This agreement is dated and effective as of March 24, 2015, by and between Washoe County, a political subdivision of the State of Nevada (“Washoe County”) and Tahoe Transportation District, a bi-state transportation district created by the Tahoe Regional Planning Compact (“TTD,” and together with Washoe County, the “Parties”).

WHEREAS, the Parties are public agencies as defined under Nevada Revised Statutes (“NRS”) 277.100;

WHEREAS, NRS 277.180(1) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized to perform by law;

WHEREAS, in the November 2000 election, Washoe County voters approved Washoe County Question No. 1 (“WC-1”) authorizing the County to issue \$38,300,000 of general obligation bonds of which \$28,300,000 is to be used for the purpose of acquiring, improving and equipping parks, trails and open space;

WHEREAS, on April 25, 2000, Washoe County approved a list of WC-1 projects which includes the Incline-Sand Harbor Bike Path, which is the North Demonstration Project (the “North Demo Project”) component of the Nevada Stateline to Stateline Bikeway Project (the “Project”);

WHEREAS, Washoe County, Carson City and Douglas County entered into a Memorandum of Understanding on April 27, 2004, which contains the parties’ commitment to work together and which names Washoe County as the lead agency to complete the Project;

WHEREAS, nine public agencies, including Washoe County and TTD, agreed to work together to implement the Project through an Interlocal Agreement dated May 11, 2006, later amended to extend the agreement to June 30, 2019;

WHEREAS, the environmental analysis document has been completed for the North Demo Project;

WHEREAS, Washoe County will provide all remaining WC-1 funds dedicated to the “Trails” category, up to a maximum amount of \$1,000,000, to be used by TTD as local match for Federal Lands Access Program funds awarded to complete final design and construction of the North Demo Project;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, the Parties covenant and agree as follows:

1. Engagement of Consultant & Construction Services and Project Funds. TTD is hereby authorized to engage necessary, qualified and competent consultant, contracts and construction services to complete the North Demo Project.

2. Consultant Service Qualifications and Requirements. By execution of this agreement, TTD covenants to perform or covenants to have a third-party perform the services necessary to complete the North Demo Project in compliance with all applicable federal, state, local laws and applicable regulations, as well as the terms and conditions of this agreement.

3. Authorized Funds. TTD understands and agrees that Washoe County shall only provide WC-1 funds dedicated to the “Trails” category that are currently available, and that may become available during the term of this agreement, and on deposit in Washoe County cash fund #4424.

Washoe County will advance TTD all currently available WC-1 funds, estimated to be approximately \$615,000, within 30 business days of the effective date of this agreement. Washoe County will advance or reimburse TTD upon request if additional WC-1 funds become available in the future, provided that the maximum amount of all advances and reimbursements shall not exceed \$1,000,000 under this agreement.

4. Term This agreement shall be effective until June 30, 2019, unless terminated by either Party as specified in paragraph 15 herein.

5. Obligation of Funds. The North Demo Project shall be completed no later than June 30, 2019, unless otherwise extended, in writing, by mutual agreement of the Parties. Washoe County may authorize TTD to use any remaining WC-1 funds for subsequent authorized phases of the Project.

The North Demo Project will be completed or the funding legally obligated (encumbered) within the term of this agreement. If the funding allocated to the North Demo Project has not been spent or legally obligated by the termination date, the Washoe County Board of County Commissioners may make a determination that the funds will be reallocated to another project and TTD shall transfer any unspent WC-1 funds, including any interest thereon, to Washoe County within thirty (30) days of that determination.

Washoe County further reserves the right to withhold WC-1 funds in the event that TTD, its agents, representatives, contractors or subcontractors fail to perform in accordance with applicable laws and regulations and this agreement. For any costs incurred by TTD after the execution date of this agreement that are directly related to the North Demo Project, Washoe County shall advance or reimburse TTD for those authorized costs, charges and expenses as long as the total amount advanced or reimbursed does not exceed available WC-1 funds dedicated to the “Trails” category. TTD shall be solely

responsible for any costs, charges and expenses of the North Demo Project in excess of that amount.

6. TTD's Representations and Warranties. TTD represents and warrants to Washoe County as follows:

6.1 Status, Power and Authority. TTD is a bi-state transportation district created by the Tahoe Regional Planning Compact, duly organized and validly existing with all requisite power and authority to enter into and carry out its obligations under this agreement.

6.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this agreement by the persons executing the same on behalf of TTD have been duly and validly authorized.

6.3 Legal, Valid, Binding and Enforceable. This agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TTD, enforceable in accordance with their respective terms, except as limited by applicable laws of federal, state and local applicability.

7. Indemnification. Washoe County and TTD agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with the performance of obligations assumed pursuant to this agreement.

The Parties further agree, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees, agents, contractors, subcontractors or servants of the other.

8. Auditing/Reporting Requirements. TTD shall provide Washoe County with quarterly status reports, quarterly full-cost accounting reports, periodic cash flow projections, any other documentation as reasonably required, and a final report within sixty (60) days after completion of the North Demo Project. The final report shall provide brief statements addressing any problems encountered, time delays, if any, expected and any adjustments to the anticipated completion date. Quarterly reports shall be due on April 15, July 15, October 15 and January 15 of each year.

9. Records Retention. In accordance with NRS Chapter 239, TTD agrees to maintain all records relevant to the Project. Additionally, TTD must keep records at least six (6) years from the end of the State's fiscal year (July-June) in which the Project was completed. If any litigation concerning the Project is begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must

contact the State Department of Conservation and Natural Resources to obtain and verify final disposition instructions. This requirement also applies to TTD's contractors and any subcontractors.

10. Entire Agreement. This agreement represents the full and complete understanding by the Parties and changes may be made only with the approval of the Parties.

11. Assignment. This agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by the Parties.

12. Modification. This agreement may be modified in writing and signed by the Parties.

13. Severability. Each paragraph and provision of this agreement is severable, and if one or more paragraphs or provisions of this agreement are declared invalid, the remaining paragraphs and provisions of this agreement will, if possible, remain in full force and effect.

14. Notices. All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Washoe County Community Services Department
David Solaro, Director
P.O. Box 11130
Reno, NV 89520-0027
775-823-6500

Tahoe Transportation District
Carl Hasty, District Manager
P.O. Box 499
Zephyr Cove, NV 89448
775-589-5500

15. Termination. Any of the Parties, in writing, may terminate this agreement at any time with thirty (30) days advance written notice to the other party.

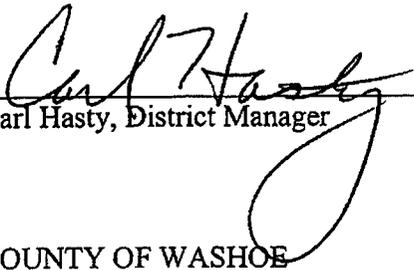
16. Covenants of Further Assurance. The Parties covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the Parties.

17. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the Parties may be or may become a resident of a different country, state, or jurisdiction.

Any suit or action arising out of this agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The Parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The Parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates written below.

TAHOE TRANSPORTATION DISTRICT



Carl Hasty, District Manager

2/25/15

Date

COUNTY OF WASHOE

David Solaro, Director
Community Services Department

Date:

ATTEST:

Nancy Parent, County Clerk

Scope of Services

Description:

Phase IV of the Lake Tahoe Bike Path Project, otherwise known as the Nevada Stateline to Stateline Bike Facility Project, shall include, but not be limited to, construction of Phase 1D (South Demo-Laura Drive), preliminary engineering, design, and construction of Phase 2 (North Demo), and environmental analysis and preliminary engineering work, and potential final design and construction for Phase 3 (Central Corridor, i.e. Sand Harbor to US 50/SR 28 junction).

Schedule:

The environmental analysis has been completed for North Demo and final engineering and design will begin in Fall 2014 for the approved alignment (Alternative A). Design of the first mile from Incline Village to Tunnel Creek is anticipated to be completed by Spring 2015, with construction anticipated to begin by May 2015. Design will continue for the last two miles from Tunnel Creek to Sand Harbor through Spring 2016 with construction anticipated to begin by May 2016. Preliminary design and environmental analysis for the Central Corridor will begin in 2014 and is anticipated to be completed by December 2015, with potential for final design and construction in 2016-2017.